IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. 1365 OF 1995

The Mahanagar Telephone Nigam Ltd. ... Plaintiffs.

V/s.

Mrs. H.B. Kothari. ... Defendant.

Mr. Viral Shukla i/by. M/s. Shukla & Associates for the plaintiffs.

None for the defendant.

CORAM : ANOOP V. MOHTA,J.

DATED : 12th June, 2007

ORAL JUDGMENT:-

This is a Suit for recovery of telephone bills dated 16/06/1990, 26/06/1990, 01/08/1990, 01/10/1990 and 01/12/1990 totalling an amount of Rs.66,581/- (Sixty six thousand five hundred eighty one only) along with interest at the rate of 21% p.a. from the date of filing of the Suit till payment and/or realisation.

2. Though served none appeared for the defendant.

3. Suit is listed under the caption of undefended suit.

4. The plaintiffs have filed affidavit dated

13/04/2007 in support of their claim. The plaintiffs have also filed the documents. The documents are marked as Exhibit P-1 collectively. The Chief Accounts Officer of the plaintiffs being authorised has filed the affidavit in support of their pleadings. The contents and the averments made therein have remained uncontroverted. The documents filed are from the records available and maintained by the plaintiffs in their ordinary and regular course of business. The contents of those documents are also remained uncontroverted.

5. Inspite of service of the telephone bills and demand notice dated 15/05/1993 the defendant failed to clear the said arrears of telephone bills. The plaintiffs therefore, have filed the present suit on 31/03/1995. The suit is within limitation.

6. The plaintiffs have claimed the rate of interest at 21% p.a.. This rate of interest on a higher side. Considering the present rate of interest, the plaintiffs are entitled to interest at the rate of 9% from the date of the filing of the suit.

7. In the result, the Suit is decreed against the defendant in a sum of Rs.66,581/- (Sixty six thousand five hundred eighty one only) along with interest at the rate of 9% p.a. from the date of filing of the suit till payment and/or realisation.

8. No costs.

[ANOOP V. MOHTA, J.]